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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 CASSANDRA AND ERIC LENTZ,

9 Plaintiffs,

10 v.

11 TARGET CORPORATION; BLACK
AND WHITE I-V; DOES I-V,

12 Defendants.

CASE NO. 22-cv-01439

ORDER GRANTING MOTION TO
ENFORCE SETTLEMENT

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14 On April 24, 2024, the Court heard oral argument on Plaintiffs Cassandra
15 and Eric Lentz's Motion to Enforce Settlement against Defendant Target
16 Corporation. Dkt. No. 41. The Court considered the parties' briefing and argument
17 and GRANTED the motion during the hearing. This written Order memorializes
18 the Court's oral ruling.

19 On February 26, 2024, the parties informed the Court they had reached a
20 settlement in this personal injury action. *See* Dkt. The Court ordered the parties to
21 file a stipulated dismissal of the case within 30 days of March 6, 2024, or to file a
22 joint status report. *See* Dkt. No. 40. On March 28, 2024, the Lentzes moved to
23 enforce their settlement with Target. Dkt. No. 41. On April 10, 2024, the parties

1 filed an untimely joint status report, “inform[ing] the Court that they have been
2 unable to finalize settlement.” Dkt. No. 45. The crux of the dispute was that Target
3 insisted on paying an ERISA lienholder directly rather than paying all settlement
4 funds to the Lentzes.

5 The Lentzes argue that the parties did in fact reach a settlement agreement:
6 “Target agreed to pay Ms. Lentz a specific amount in exchange for ‘confidentiality, a
7 full release, hold harmless agreement, satisfaction of any liens out of settlement
8 proceeds . . . a dismissal with prejudice . . . [and] a certification that none of
9 Plaintiff’s care has been paid for by Medicare.” Dkt. No. 41 at 1. In its briefing and
10 during oral argument, Target did not dispute this account. *See* Dkt. No. 43. Instead,
11 Target argued the Lentzes withheld information about the status of any liens and
12 that “Plaintiffs offer no compelling reason they [sic] must pay the ERISA lien
13 directly” Dkt. No. 43 at 3.

14 “It is well settled that a district court has the equitable power to enforce
15 summarily an agreement to settle a case pending before it.” *Callie v. Near*, 829 F.2d
16 888, 890 (9th Cir. 1987) (citations omitted). A district court may only enforce
17 complete settlement agreements. *Id.* “The construction and enforcement of
18 settlement agreements are governed by principles of local law which apply to
19 interpretation of contracts generally.” *Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th Cir.
20 1989) (citation omitted). Under Washington law, “[s]ettlements are considered
21 under the common law of contracts.” *Condon v. Condon*, 298 P.3d 86, 92 (2013). “For
22 a valid contract to exist, there must be mutual assent, offer, acceptance, and
23 consideration.” *In re Marriage of Obaidi & Qayoum*, 226 P.3d 787, 790 (2010); *see*

1 *Keystone Land & Dev. Co. v. Xerox Corp.*, 94 P.3d 945, 949 (2004) (“Generally,
2 manifestations of mutual assent will be expressed by an offer and acceptance.”).
3 “Washington follows the objective manifestation theory of contracts,” where the
4 Court determines “the intent of the parties based on the objective manifestations of
5 the agreement, rather than any unexpressed subjective intent of the parties.”
6 *Condon*, 298 P.3d at 92.

7 Here, as confirmed by the parties during oral argument, all the elements to a
8 valid contract are present. And despite claiming otherwise in its briefing, Dkt. No.
9 43 at 4, Target conceded at the hearing that the parties had reached an agreement
10 on all material terms, which did not provide for Target making direct payments to
11 the Lentzes’ lienholders. So the answer to Target’s question about whether the
12 Lentzes have offered a compelling reason why *all* the settlement funds should be
13 paid to them, as opposed to a portion being paid directly to a lienholder, is simple:
14 that’s what the parties bargained for. *See Callie*, 829 F.2d at 890 (citations omitted).
15 Indeed, it was not until after the parties had struck a deal that Target tried to inject
16 the requirement that it pay the Lentzes’ lienholders directly. Dkt. No. 42-2 at 1.
17 (“Target/Sedgwick recently began requiring that they pay liens directly. *I apologize*
18 *for not raising it sooner.*”) (emphasis added). Thus, Target’s attempt to add this
19 term is too little too late. *Condon*, 298 P.3d at 92 (“Courts will not revise a clear and
20 unambiguous agreement or contract for parties or impose obligations that the
21 parties did not assume for themselves.”).

22 As for Target’s contention that the Lentzes failed to “produce any
23 documentation of liens,” Target stops well short of claiming, much less

1 demonstrating, fraudulent inducement or misrepresentation by the Lentzes, so the
2 Court will not consider the issue further.

3 For these reasons, and those expressed at the hearing, the Lentzes' motion,
4 Dkt. No. 41, is GRANTED.

5 It is so ORDERED.

6 Dated this 30th day of April, 2024.

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9 Jamal N. Whitehead
United States District Judge